

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

*A California state court authorized this Notice. This is not a solicitation from a lawyer.*

**Wells Fargo Bank, N.A. v. George W. Agak  
Case No. 56-2017-00500587-CL-CL-VTA  
Superior Court of the State of California, County of Ventura**

**If you were a Wells Fargo credit card customer in California who was charged a Credit Defense fee at any time from March 1, 2015, through December 31, 2018, you could get money from a class action Settlement.**

- You may have received notification in the mail regarding a proposed class action Settlement. This Notice will explain what the class action is about; what the Settlement will be if it is approved by the Superior Court of the State of California, County of Ventura (the “Court”); how you will receive a cash award; and what to do if you want to (i) object to the Settlement or (ii) not participate in the Settlement and instead “opt out.” These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still must decide whether to approve the Settlement. Payments will be distributed if the Court approves the Settlement. Please be patient.
- **Your legal rights may be affected whether you act or don’t act. Read this Notice carefully because it explains decisions you must make and actions you must take now.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>DO NOTHING</b>	<p>The Settlement Administrator shall disburse the remaining funds in the Settlement Fund to Settlement Class Members of their equal share of the funds within 60 days after the Effective Date (“First Distribution”). Checks shall be valid for 180 days after the First Distribution. Settlement Class Members who are not located or whose checks are not cashed within 180 days of the First Distribution shall be automatically rendered ineligible for payment from the Settlement Fund and shall be ineligible to share in the cash distribution portion of the Settlement.</p> <p>Twenty days after the checks from the First Distribution become void, the Settlement Administrator shall disburse checks in equal shares of any remaining Settlement Fund to Settlement Class Members who cashed checks from the First Distribution (“Second Distribution”). Checks shall be valid for 90 days after the Second Distribution.</p> <p><b>If you are a Settlement Class Member, you will be bound by the Settlement’s release, whether you cash your check(s) or not.</b></p>
<b>EXCLUDE YOURSELF</b>	<p>If you exclude yourself, you will get no payment under the Settlement. This is the only choice that will allow you to sue Wells Fargo on your own about the claims discussed in this Notice. An exclusion request must be made in writing and <b>postmarked</b> on or before <b>June 26, 2024</b>.</p>
<b>OBJECT TO THE SETTLEMENT</b>	<p>You can write to the Court about why you do not agree with any aspect of the Settlement. An objection must be in writing and <b>filed</b> on or before <b>June 26, 2024</b>.</p>
<b>GO TO A HEARING</b>	<p>You can ask to speak to the Court about the fairness of the Settlement after you submit your objection. A Notice of Intention to Appear must be in writing, <b>filed</b>, and <b>postmarked</b> on or before <b>July 24, 2024</b>, <u>in addition to</u> submitting a timely objection.</p>

**QUESTIONS? VISIT CDPSETTLEMENT.COM OR CALL 888-689-6097 TOLL-FREE**

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## PART I: WHY YOU HAVE RECEIVED THIS NOTICE

### 1. WHY DID I RECEIVE THIS NOTICE?

A Court authorized this Notice because you have a right to know about the proposed Settlement of a class action lawsuit known as *Wells Fargo Bank, N.A. v. Agak*, Case No. 56-2017-00500587-CL-CL-VTA, and about all of your options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Court in charge of this case is the Superior Court of the State of California, County of Ventura. Wells Fargo Bank, N.A. is the Plaintiff/Cross-Defendant. Dr. George W. Agak is the Defendant/Cross-Complainant.

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The essential terms of the Settlement are summarized below. The Settlement Agreement sets forth in greater detail the rights and obligations of the Parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

## 2. WHAT IS THIS LAWSUIT ABOUT?

Dr. Agak claims that Wells Fargo charged him fees for a Credit Defense product in connection with his Wells Fargo credit card without his consent and further claimed that other consumers did not give consent to incur those fees. Wells Fargo denies any and all allegations of wrongdoing and does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged in this lawsuit or in any similar action.

For more detailed information as to Dr. Agak's allegations, you may review a copy of the Complaint at [CDPSettlement.com](http://CDPSettlement.com). You also may request from the Settlement Administrator a copy of the Complaint.

## 3. WHY DID THIS LAWSUIT SETTLE?

Dr. Agak has agreed to a settlement of this Action after considering, among other things, (1) the substantial benefits to Dr. Agak and the proposed Settlement Class under the terms of the Settlement; (2) the risks, costs, and uncertainty of protracted litigation, especially in complex actions such as this one, as well as the difficulties and delays inherent in such litigation; and (3) the desirability of consummating the Settlement promptly in order to provide effective relief to Dr. Agak and the proposed Settlement Class.

The Court has not decided whether Dr. Agak's claims or Wells Fargo's defenses have any merit, and it will not do so if the proposed Settlement is approved. The proposed Settlement does not suggest that Wells Fargo has or has not done anything wrong, or that Dr. Agak and the proposed Settlement Class would or would not win this case if it were to go to trial.

## 4. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called named plaintiffs or class representatives, sue on behalf of people who have similar claims. All these people constitute the class, or are class members. One court resolves the issues for all class members, except for those who exclude themselves from the class or are otherwise not part of the class.

# PART II: DESCRIPTION OF THE SETTLEMENT CLASS

## 5. AM I A MEMBER OF THE SETTLEMENT CLASS?

The Settlement Class means the collective group of "all Wells Fargo credit card customers in California who were charged a Credit Defense fee at any time beginning March 1, 2015, through December 31, 2018." According to Wells Fargo's records, you may be one of those individual borrowers.

## 6. I'M STILL NOT SURE IF I'M INCLUDED.

If you do not know whether you are a Settlement Class Member, you can visit the Settlement Website, [CDPSettlement.com](http://CDPSettlement.com), or you can email the Settlement Administrator at [info@CDPSettlement.com](mailto:info@CDPSettlement.com).

# PART III: DECISIONS YOU MUST MAKE NOW

## 7. WHAT DO I NEED TO DO NOW?

**FIRST**, if you want to be excluded from the Settlement Class, you must notify the Settlement Administrator as described below in Part VI **no later than June 26, 2024**. If you exclude yourself,

- you will **not** be eligible for payment under the Settlement,
- you will **not** be able to object to the proposed Settlement or appear at the Final Approval Hearing, and
- you will **not** be bound by any orders or judgments entered in this case if the proposed Settlement is approved.

**SECOND**, if you remain in the Settlement Class, you may object to any part of the proposed Settlement by filing a written objection with the Court as described below in Part VII. You must **file** your objection with the Court **on or before June 26, 2024**.

**QUESTIONS? VISIT [CDPSETTLEMENT.COM](http://CDPSETTLEMENT.COM) OR CALL 888-689-6097 TOLL-FREE**

Additionally, if you file an objection, you may also decide to appear and speak at the Court's Final Approval Hearing regarding the settlement of this lawsuit. If you wish to appear and speak at the Court's Final Approval Hearing, you must have first submitted an objection (as described in Part VII) and, in addition, file and serve a Notice of Intention to Appear at the Final Approval Hearing that is postmarked by **July 24, 2024**, as described in response to Question 24, below.

**THIRD**, if you remain a Settlement Class Member, you will be eligible for certain payments.

The Parties make no representations about the tax implications of any payments made in connection with the Settlement. You should seek your own tax advice prior to acting in response to this Notice.

## **8. WHAT IF I DO NOTHING?**

If you do nothing, the Settlement Administrator shall disburse the remaining funds in the Settlement Fund to Settlement Class Members of their equal share of the funds within 60 days after the Effective Date ("First Distribution"). Checks shall be valid for 180 days after the First Distribution. Settlement Class Members who are not located or whose checks are not cashed within 180 days of the First Distribution shall be automatically rendered ineligible for payment from the Settlement Fund and shall be ineligible to share in the cash distribution portion of the Settlement.

Twenty days after the checks from the First Distribution become void, the Settlement Administrator shall disburse checks in equal shares of any remaining Settlement Fund to Settlement Class Members who cashed checks from the First Distribution ("Second Distribution"). Checks shall be valid for 90 days after the Second Distribution.

**Whether you cash your check(s) or not, if you are a Settlement Class Member, you will be bound by the Settlement's release.**

Unless you exclude yourself from the Settlement Class, if the Settlement is approved, all of the Court's orders will apply to you and you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Wells Fargo in regard to the claims in this lawsuit ever again, regardless of whether you cash your check(s).

## **PART IV: SETTLEMENT BENEFITS – WHAT YOU CAN GET**

### **9. WHAT DOES THE SETTLEMENT PROVIDE?**

The Settlement Agreement provides that Wells Fargo will pay \$5,000,000 for:

- payments to Settlement Class Members;
- claims administration costs, including, but not limited to, costs associated with Mail Notice, which shall not exceed \$460,000;
- an Enhancement Award to the Class Representative in the amount of \$20,000; and
- Attorneys' Fees and Attorneys' Expenses in an amount to be determined by the Court at the Final Approval Hearing.

In no event shall Wells Fargo's financial responsibilities related to this Settlement impose any duties beyond payment of \$5,000,000.

In return for the benefits in this Settlement, and if the Settlement is implemented, all Settlement Class Members will release Wells Fargo from the claims discussed in the Settlement Agreement, and this Action will be dismissed with prejudice, among other terms.

### **10. WHAT CAN I GET FROM THE SETTLEMENT?**

The Settlement Administrator shall disburse the remaining funds in the Settlement Fund to Settlement Class Members of their equal share of the funds within 60 days after the Effective Date ("First Distribution"). Settlement Class Members who are not located or whose checks are not cashed within 180 days of the First Distribution shall be automatically rendered ineligible for payment from the Settlement Fund and shall be ineligible to share in the cash distribution portion of the Settlement.

Twenty days after the checks from the First Distribution become void, the Settlement Administrator shall disburse checks in equal shares of any remaining Settlement Fund to Settlement Class Members who cashed checks from the First Distribution ("Second Distribution"). Checks shall be valid for 90 days after the Second Distribution.

**QUESTIONS? VISIT [CDPSETTLEMENT.COM](http://CDPSETTLEMENT.COM) OR CALL 888-689-6097 TOLL-FREE**

## 11. WHEN WILL I GET MY PAYMENT, IF ANY?

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (see Part VIII, “The Court’s Final Approval Hearing,” below). If there are appeals, resolving them can take time. Finally, there remains a possibility that this Settlement may be terminated for other reasons. Please be patient.

You may visit [CDPSettlement.com](http://CDPSettlement.com) for updates on the progress of the Settlement.

## PART V: THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

### 12. DO I HAVE A LAWYER IN THIS CASE?

The Court has designated attorneys **Evan Selik and Christine Zaouk of McCathern, LLC and Adam Feit of Mardirossian Akaragian, LLP** to represent you and the other Settlement Class Members in this lawsuit. The lawyers representing you and the Settlement Class Members are called “Class Counsel.” **Class Counsel will apply to the Court for payment in the form of Attorneys’ Fees and Attorneys’ Expenses. These fees and expenses will be paid from the Settlement Fund. You will not otherwise be charged for the services of Class Counsel.**

You may contact Class Counsel about this lawsuit and proposed Settlement as follows:

Evan Selik  
Christine Zaouk  
**McCathern Law**  
233 Willshire Blvd., Suite 720  
Santa Monica, CA 90401

Adam Feit  
**Mardirossian Akaragian, LLP**  
6311 Wilshire Boulevard  
Los Angeles, CA 90048

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay their fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

### 13. HOW WILL THE LAWYERS AND CLASS REPRESENTATIVE IN THIS ACTION BE PAID?

Class Counsel has prosecuted this case on a contingent fee basis and have not been paid anything to date for their services. Class Counsel will make an application to the Court for an award of Attorneys’ Fees, plus reimbursement of litigation costs, which shall be the sole aggregate compensation for all attorneys representing Dr. Agak and the Settlement Class. You will not be required to pay Class Counsel anything.

Class Counsel will move the Court for Attorneys’ Fees and Attorneys’ Expenses. Any fees awarded to Class Counsel will be paid directly out of the Settlement Fund.

## PART VI: EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this Settlement and you want to keep the right to sue or continue to sue Wells Fargo on your own with regard to the legal issues in this case, you must take steps to get out of the Settlement Class. This is called excluding yourself from, or “opting out” of, the Settlement Class.

### 14. HOW DO I GET OUT OF OR EXCLUDE MYSELF FROM THE SETTLEMENT?

If you want to be excluded from the Settlement Class, you must notify the Settlement Administrator. To exclude yourself from the Settlement, you must complete and send to the Settlement Administrator a written request that includes the case name (*Wells Fargo Bank, N.A. v. Agak*), your name and address, and a statement that indicates a desire to be excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed

**QUESTIONS? VISIT [CDPSETTLEMENT.COM](http://CDPSETTLEMENT.COM) OR CALL 888-689-6097 TOLL-FREE**

Settlement Class in the Action.” The request also must be personally signed by you (the person requesting exclusion). Your exclusion request must be **postmarked** no later than **June 26, 2024**. Send your exclusion request to the following address:

*Wells Fargo Bank, N.A. v. Agak*  
Settlement Administrator  
P.O. Box 2697  
Portland, OR 97208-2697

#### **15. WHAT HAPPENS IF I EXCLUDE MYSELF FROM THE SETTLEMENT CLASS?**

If you request exclusion from the Settlement Class,

- you will **not** be eligible for payment under the proposed Settlement,
- you will **not** be allowed to object to the terms of the proposed Settlement, and
- you will **not** be bound by any subsequent rulings entered in this case if the proposed Settlement is finally approved.

**However, if your request for exclusion is late or deficient, you will still be considered part of the Settlement Class, you will be bound by the Settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.**

#### **16. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT LATER?**

**No.** If the Court approves the proposed Settlement and you do not exclude yourself from the Settlement Class, you will give up all claims released in the Settlement.

#### **17. WHAT DO I GIVE UP IF I CHOOSE TO STAY IN THE SETTLEMENT CLASS?**

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against Wells Fargo about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions, orders, and judgments by the Court will bind you. If you do nothing at all, you will be releasing Wells Fargo and the Released Parties from all of the claims described and identified in Section 10 of the Settlement Agreement. The Settlement Agreement is available at [CDPSettlement.com](http://CDPSettlement.com) and provides more detail regarding the Release and describes the Released Claims with specific descriptions.

#### **18. CAN I FILE A LATER LAWSUIT MAKING SIMILAR CLAIMS?**

**No. If you remain a member of the Settlement Class and the Settlement is finally approved, you will be enjoined and barred from initiating or continuing any lawsuit or other proceeding against Wells Fargo if those claims are included among those released in the Settlement.**

As part of this Settlement, the Court has preliminarily enjoined all Settlement Class Members (who do not timely exclude themselves from the Settlement Class) and/or their representatives from maintaining, commencing, prosecuting, or pursuing any Released Claim as Settlement Class Members or otherwise against Wells Fargo (or against any of its related parties or affiliates).

Upon final approval of the Settlement, Dr. Agak and Wells Fargo will ask the Court to enter a permanent injunction enjoining all Settlement Class Members and/or their representatives and/or personnel from engaging in the activities described above. All Settlement Class Members will be bound by this permanent injunction.

### **PART VII: OBJECTING TO THE SETTLEMENT**

You have the right to tell the Court that you do not agree with the Settlement or any or all of its terms.

#### **19. HOW CAN I OBJECT TO THE PROPOSED SETTLEMENT?**

If you choose to remain a Settlement Class Member, you have a right to object to any parts of the proposed Settlement. The Court will consider your views.

**QUESTIONS? VISIT [CDPSETTLEMENT.COM](http://CDPSETTLEMENT.COM) OR CALL 888-689-6097 TOLL-FREE**



Your written objection must include:

- the case name and number (*Wells Fargo Bank, N.A. v. Agak*, No. 56-2017-00500587-CL-CL-VTA);
- your name;
- your address;
- your telephone number;
- if you are represented by counsel, the name, address, and telephone number of your counsel;
- a written statement of the basis for your objection(s); and
- a statement of whether you intend to appear and argue at the Final Approval Hearing, with or without counsel.

Your written objections must be **filed with the Court no later than June 26, 2024**. Please send objections to the following address:

Clerk of the Court  
Superior Court of the State of California, County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

You must also mail your objection to Class Counsel and Defense Counsel at their addresses specified in Section 19 of the Settlement Agreement.

If you file objections but the Court approves the Settlement as proposed, you may still be eligible for payment under the Settlement, subject to the terms and conditions discussed in this Notice and in the Settlement Agreement.

## **20. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?**

Objecting is simply a way of telling the Court that you don't like something about the Settlement. You can only object if you stay in the Settlement Class.

If you object to the Settlement, you will remain a member of the Settlement Class and you will still be eligible for payment. You will also be bound by any subsequent rulings in this case, and you will not be able to file or participate in any other lawsuit or proceeding based upon or relating to the claims, causes of action, facts, or circumstances of this case.

Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement or appear at the Final Approval Hearing because it no longer affects you.

## **PART VIII: THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing to decide whether to finally approve the Settlement.

## **21. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

On **July 26, 2024, at 8:30 a.m.**, the Court will hold a Final Approval Hearing at the Superior Court of the State of California, County of Ventura, before the Honorable Benjamin F. Coats, in Courtroom 43, 800 South Victoria Avenue, Ventura, California 93009.

At the hearing, the Court will consider whether to grant final certification to the Settlement Class for settlement purposes; whether to approve the proposed Settlement as fair, reasonable, and adequate; whether to award Attorneys' Fees and Attorneys' Expenses; whether to award the Class Representative an award for his help; and related settlement issues. We do not know how long the hearing will take or whether the Court will make its decision on the day of the hearing or sometime later.

## **22. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer questions the Court may have at the Final Approval Hearing. However, you are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Final Approval Hearing without further notice. If you are planning to attend the hearing, you should confirm the date and time before going to the Court.

**QUESTIONS? VISIT [CDPSETTLEMENT.COM](http://CDPSETTLEMENT.COM) OR CALL 888-689-6097 TOLL-FREE**

### **23. MAY I SPEAK AT THE FINAL APPROVAL HEARING?**

Yes, if you have filed an objection, you may ask the Court for permission to speak at the hearing. To do so, you must submit an objection and also file a document called a “Notice of Intention to Appear” as described in response to Question 24, below.

### **24. WHAT DO I HAVE TO DO TO SPEAK AT THE FINAL APPROVAL HEARING?**

If you are a member of the Settlement Class and you (or your attorney) want to appear and speak at the Final Approval Hearing, you (or your attorney) must submit an objection and must file a **Notice of Intention to Appear at the Final Approval Hearing. Your Notice of Intention to Appear at the Final Approval Hearing, along with any papers, exhibits, or other evidence you intend to present, must be filed with the Court at the address specified in Question 19, and served on Class Counsel and Defense Counsel (at their addresses specified in Section 19 of the Settlement Agreement) no later than July 24, 2024.**

If you file an objection and appear at the Final Approval Hearing but the Court approves the Settlement as proposed, you may still be eligible for payment under the Settlement, subject to the terms and conditions discussed in this Notice and in the Settlement Agreement.

## **PART IX: GETTING ADDITIONAL INFORMATION**

### **25. HOW CAN I GET MORE INFORMATION?**

This Notice summarizes the proposed Settlement. More details are contained in the Settlement Agreement. The full Settlement Agreement is on file with the Clerk of the Court and is also available at [CDPSettlement.com](http://CDPSettlement.com) or by calling 888-689-6097 toll-free. For a more detailed statement of the matters involved in this case, you may review the Complaint and the other papers and Court orders on file in the Clerk’s office at any time during normal business hours, Monday through Friday, 8:30 a.m. to 5:00 p.m. Pacific Time.

If you have questions after reading this Notice, additional information about the proposed Settlement Agreement is available on the Settlement Website, or you may call 888-689-6097 toll-free to hear recorded responses to common questions. You may also direct your questions about the Settlement to Class Counsel, whose names and addresses are listed in response to Question 12 of this Notice.

### **PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT.**

Dated: March 25, 2024

Clerk of the Court  
Superior Court of the State of California  
County of Ventura

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